

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**

Case 13-CA-124132	Date Filed 3/10/14
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INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Lawrence Hall Youth Services		b. Tel. No. 773-769-3500
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 4833 N Francisco Ave Chicago, Illinois 60625	e. Employer Representative (b) (6), (b) (7)(C)	g. e-Mail (b) (6), (b) (7)(C)@lawrencehall.org
		h. Number of workers employed Approximately 50
i. Type of Establishment (factory, mine, wholesaler, etc.) Youth services	j. Identify principal product or service Youth services	

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the past six months and continuing to date, Lawrence Hall, through its agents and representatives, has failed and refused to bargain with SEIU Local 73 by refusing to acknowledge and comply with its bargaining obligations as a successor employer to the Larkin Center and School. Larkin Center employees were represented by SEIU Local 73 and its operations have been taken over by Lawrence Hall. A majority of Lawrence Hall's employees at its Northwest Region are former Larkin employees, and there is substantial continuity in the operations before and after Lawrence Hall's assumption of the services. Further, the employees continue to perform the same work and provide the same services under mostly the same supervisors as before the takeover.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Service Employees International Union, Local 73, CTW, CLC

4a. Address (Street and number, city, state, and ZIP code) 300 South Ashland, Suite 400 Chicago, Illinois 60607	4b. Tel. No. (312) 787 - 5868
	4c. Cell No.
	4d. Fax No. (312) 337-7768
	4e. e-Mail troan@seiu73.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Service Employees International Union, CTW

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By 
(signature of representative or person making charge)Tyson Roan, General Counsel
(Print/type name and title or office, if any)

Tel. No. (312) 588 - 7498

Office, if any, Cell No.
n/a

Fax No. (312) 588 - 7499

e-Mail
troan@seiu73.org

Address same as above

March 7, 2014
(date)**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Lawrence Hall Youth Services

Case 13-CA-124132

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places at its Elgin, Illinois school campus and on bulletin boards located in staff rooms at its Highland, Koshare, Park Row and Shady Oaks facilities. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

E-MAILING NOTICES - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at the facility located at 515 Sports Way, Elgin, Illinois (Elgin School Campus), 518 Highland Avenue, Elgin, Illinois, 9N987 Koshare Trail, Elgin, Illinois, 510 Highland Avenue, Elgin, Illinois, 455 N. Shady Oaks Street, Elgin Illinois and 59 Park Row, Elgin, Illinois. The message of the e-mail transmitted with the Notice will state: “We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 13 of the National Labor Relations Board in Case(s) 13-CA-124132.” The Charged Party will forward a copy of that e-mail, with all of the recipient’s e-mail addresses, to the Region’s Compliance Officer at thomas.porter@nlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter

describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Lawrence Hall Youth Services		Charging Party Service Employees International Union Local 73 CTW/CLC	
By: Name and Title	Date	By: Name and Title	Date
(b) (6), (b) (7)(C)	5/13/2014	/s/ <i>Tyson Roan</i> General Counsel	5/21/2014
Recommended By:	Date	Approved By:	Date
/s/ <i>Ryan Fencik</i> , Field Examiner	5/21/2014	/s/ <i>Peter Sung Ohr</i> Regional Director, Region 13	5/22/2014

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

Service Employees International Union (SEIU), Local 73 (Union) has been recognized by The Larkin Center, our predecessor, as the exclusive bargaining representative of the below described units through October 18, 2013. Since October 18, 2013, the Union has been exclusive collective-bargaining representative of the units employed by Lawrence Hall Youth Center.

Unit A

All full-time and part-time employees who are employed in the professional classifications of Education Intervention Specialist, Permanent Substitute Teacher, Physical Education Teacher, Registered Nurse, Remedial Reading Teacher, Teacher and Vocational Transition Specialist employed by The Larkin Center at its 515 Sports Way, Elgin, Illinois (Elgin School Campus) facility; excluding all guards, supervisors, managers and confidential employees as defined by the Act, and all employees covered by any other collective bargaining agreement.

Unit B

All full-time and part-time employees who are employed in the job classification of: Team Counselor, Team Counselor I, Adult Mental Health Worker, SST Child Care Worker, SST Child Care Worker I, Assistant Unit Supervisor SST, Team Coach, Teacher Aide, Cook, Cook's Assistant, Clinical Department Secretary, Education Department Secretary, General Maintenance Worker, Skilled Maintenance Worker, Program Support Specialist, Senior Education Assistant, and Clerical Employee employed by Larkin at its 515 Sports Way, Elgin, Illinois (Elgin School Campus), 518 Highland Avenue, Elgin, Illinois, 9N987 Koshare Trail, Elgin, Illinois, 510 Highland Avenue, Elgin, Illinois, 455 N. Shady Oaks Street, Elgin, Illinois and 59 Park Row, Elgin, Illinois facilities and excluding all Therapists, Caseworkers, Liaisons, Teachers, Guards, Supervisors, Managers and Confidential Employees as defined by the Act.

WE WILL NOT fail or refuse to recognize and bargain in good faith with the Union for a collective-bargaining agreement covering employees as described above.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL recognize and bargain upon request with the Union as the collective-bargaining representative of the employees as described above, and if an agreement is reached on terms and conditions of employment, embody that understanding in a signed agreement.

Lawrence Hall Youth Services

(Employer)

Dated: _____

By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

209 S La Salle St Ste 900
Chicago, IL 60604-1443

Telephone: (312)353-7570
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 13
209 S La Salle St Ste 900
Chicago, IL 60604-1443

Agency Website: www.nlrb.gov
Telephone: (312)353-7570
Fax: (312)886-1341

July 29, 2014

Derek G. Barella,
Attorney at Law
Winston & Strawn LLP
35 W Wacker Dr
Chicago, IL 60601-5600

Re: Lawrence Hall Youth Services
Case 13-CA-124132

Dear Mr. Barella:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

/s/ Peter Sung Ohr

PETER SUNG OHR
Regional Director

cc:

(b) (6), (b) (7)(C)

Lawrence Hall Youth Services
4833 N. Francisco Ave.
Chicago, IL 60625

Tyson Roan,
General Counsel
Service Employees International Union,
Local 73 (SEIU)
300 S Ashland Ave Ste 400
Chicago, IL 60607-2746